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Tarrant County Texas

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Electronically Recorded
Chesapeake Operating, Inc.

FIRST AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
COUNTY OF TARRANT § L 0 5 2 4 3 9 7

Whereas, **Mortenson Broadcasting Co. of Texas, Inc.**, a Texas Corporation, ("Lessor") whose mailing address is 3270 Blazer Parkway, Suite 100, Lexington, Kentucky 40509, heretofore executed and delivered to **Dale Resources, L.L.C.**, predecessor in interest to **Chesapeake Exploration, L.L.C.**, ("Chesapeake") whose address is 6100 N. Western Avenue, Oklahoma City, Oklahoma, 73118, an Oil and Gas Lease (the "Lease") made on February 27, 2008, recorded as Instrument # D208081880 of the Official Records, Tarrant County, Texas, covering lands in Tarrant County, Texas, as more fully described in the Lease, reference to the Lease is hereby made for all purposes; and

WHEREAS, it is the desire of Lessor and Chesapeake to extend, adopt, and confirm said Lease, for new consideration paid to and accepted by Lessor as adequate;

WHEREAS, Paragraph 2 of the Lease reads as follows, to-wit:

"2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **two (2) years** from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder."

WHEREAS, it is the desire of the above parties to delete this paragraph of the Lease as referenced above. It is also the desire of the parties that the corrected Paragraph 2 will be as follows:

"2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **three and one-half (3 1/2) years** from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder."

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the Lessee or its assigns, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Lease by correcting Paragraph 2 of such Lease as stated above.

AND, for the same consideration recited above, the undersigned, jointly and severally, do hereby, extend, adopt, and confirm the Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let, to the Lessee therein or its successors and assigns, any and all interest which Lessor now has, or may hereafter acquire, either by conveyance, devise, inheritance, or operation of law, and whether, vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and the undersigned hereby declare that the Lease and all of its provisions are binding on the undersigned and is a valid and subsisting Oil, Gas and Mineral Lease and this Amendment shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

Dated on the acknowledgment date of the undersigned.

EXECUTED this 1st day of March, 2010.

LESSOR:

MORTENSON BROADCASTING CO. OF TEXAS, INC.

By: Jack M. Mortenson
As President of Mortenson Broadcasting Co. of Texas, Inc.

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,
An Oklahoma Limited Liability Company

By: Henry J. Hood, Senior Vice President - Land and
Legal & General Counsel

Henry J. Hood M.R.

ACKNOWLEDGEMENTS

STATE OF KENTUCKY §
 §
COUNTY OF FAYETTE §

This instrument was acknowledged before me on the 12th day of March, 2010, by Jack M. Mortenson as President of Mortenson Broadcasting Co. of Texas, Inc.

Brenda L. Johnson
Notary Public, State of Kentucky

My Commission Expires: May 20, 2011
Commission Number: _____

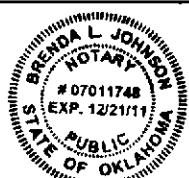
STATE OF OKLAHOMA §
 §
COUNTY OF Oklahoma §

Before me, Brenda L. Johnson, the undersigned notary public, on this day personally appeared Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this 15th day of March, 2010

Brenda L. Johnson
Notary Public, State of Oklahoma

My Commission Expires: _____
Commission Number: _____



TOTAL E&P USA, INC., a Delaware corporation

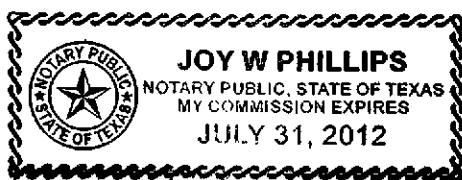
By:

~~Eric Bonnin, Vice President- Business Development and Strategy~~

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 5th day of April, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation.



Notary Public in and for the State of Texas

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154